

6/15/2003

PERSONAL SERVICE CONTRACT
Secretary of State Contract Number 124

This Contract is between the **Office of the Ohio Secretary of State**, located at 180 E. Broad Street, 16th Floor, Columbus, Ohio 43215 (hereinafter the "Secretary"), and **GovTech Solutions, LLC**, an Ohio limited liability company, with offices at 3046 Brecksville Road, Richfield, Ohio 44286 (hereinafter the "Contractor") (Secretary and Contractor each referred to herein as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, on or about March 27, 2003 the Secretary will issue a Request for Proposals ("RFP") to provide the Secretary with a Computerized Statewide Voter Registration List Application (the "Statewide Voter List Application") in compliance with the Help America Vote Act of 2002 ("HAVA"); and

WHEREAS, Secretary desires to retain the services of Contractor to assist in developing the RFP and defining an optimal Statewide Voter List Application that is HAVA compliant and assisting in the selection of a HAVA compliant application; and.

WHEREAS, Contractor desires to provide Secretary with such services.

THEREFORE, the parties, for good and valuable consideration and based on the mutual promises recited herein, do agree as follows:

Article I. STATEMENT OF WORK

The Secretary hereby retains Contractor to assist the Secretary in drafting a RFP for a Statewide Voter List Application, in defining an optimal and HAVA-compliant Statewide Voter List Application and assisting the Secretary in selection of a HAVA compliant Voter List Application and Contractor hereby accepts such retention by Secretary.

The Secretary shall provide Contractor the Secretary's physical architecture inventory from which the Contractor would assess the current environment. The Contractor will use the assessment to assist in identifying an optimal physical environment that utilizes industry standards and would provide compliance to the Help America Vote Act ("HAVA") by supporting a Statewide Voter List Application. In identifying the optimal physical environment, the Contractor shall address the following:

- (a) Technical Environment:

- (i) Assess operating system requirements for the client (e.g. versions, browsers).
- (ii) Assess system architectural requirements for printing such items as reports (i.e. management, voter lists, walking lists, etc) (physical, network, products/tools). Provide diagram of desired state.
- (iii) Assess communication's recommendations for the organization. Identify network protocol (e.g. TCP/IP, SNA), bandwidth needs, and other LAN/WAN requirements.

Assess optimal messaging architecture and support for standard messaging protocols (e.g. MQSeries).

(b) Physical Network

- (i) Assess the current physical network. Provide network diagram (e.g routers, switches, T1).
- (ii) Assess physical server architecture. Identify desired state of applicable server components; web, application, database servers, database platforms.

Assess back up procedures if network goes down

(c) System Performance:

- (i) Assess requirements for scalability (roadmap for increased volume)
- (ii) Identify load balancing measures and recommendations.

Assess configuration to support system redundancy (high availability failover, DRP).

Assess method or tool recommendation for obtaining stress test results (all layers – workstation, servers, middleware, database). Assess stress test environment.

(d) Security:

- (i) Assess security approach

Assess optimal encryption methods. Assess audit trail methodology

Assess access control (i.e., roles, etc).

Assess user data storage requirements.

1.03 The Contractor shall provide a recommendation regarding connectivity providers.

The Contractor shall provide recommendation of hardware for SOS and Counties based on identification of optimal environment as stated above.

Contractor shall assist the Secretary in drafting selection criteria of vendors who respond to the Statewide Voter List Application.

The Contractor shall provide recommendation regarding network architecture between SOS and eighty-eight (88) counties to support peak volumes of data exchange. Recommendation is expected to address network connectivity reliability, speed of data transfer, security and business continuation issues.

Using the optimal physical environment defined above as a baseline, Contractor will assist SOS with the evaluation of responses to RFP for Statewide Voter List Application.

In performing the above activities, Contractor shall work with the Secretary's Project Manager.

Assessment for Section 1.02 is due by March 26, 2003. Recommendations for Sections 1.03 through 1.05 are due by April 8, 2003. The network assessment as identified in Section 1.06 is due by April 22, 2003.

This Contract shall be the complete and exclusive statement between the parties and shall supersede all proposals, oral or written, and all other communications between the parties related to the subject matter of this Contract, unless otherwise provided herein or amended and attached to this Contract.

The Contractor shall also deliver, assign, transfer and convey to the State all rights, title and interest to all documents, data, materials, information and other materials and property prepared or developed or created under or in connection with this Contract as described in this Article I above (the "Deliverable").

The Contractor shall furnish professional services in accordance with industry standards necessary for satisfactory performance and pursuant to the time-table established by the Secretary, as referred to in Article II.

The Contractor shall furnish his own support staff necessary for the satisfactory performance of the work hereunder.

The Secretary may, from time to time as it deems appropriate, communicate specific instructions and requests to the Contractor concerning the performance of the work described in this Contract. Unless specifically defined herein, Contractor makes no guarantee that any such instructions or requests will be fulfilled.

The Contractor shall consult with the personnel of the Secretary and other appropriate persons, agencies and instrumentalities as necessary to assure understanding of the work and timely and satisfactory completion thereof.

Article II. TERM

This Contract is effective as of the 18th day of March 2003. This Contract will automatically expire on June 30, 2003. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the Secretary and the Contractor is paid. Satisfaction of the Secretary shall be judged on a reasonable standard. The current General Assembly cannot commit a future General Assembly to an expenditure. The Secretary, however, may renew this Contract in the next biennium by issuing written or electronic notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which the Project continues.

Timeliness of Performance. Contractor understands that prompt performance of all services hereunder is required by Secretary in order to meet its schedules and commitments. In the event that any anticipated or actual delays in meeting Secretary's deadlines or scheduled completion dates are caused by the unacceptable performance of any Contractor employee or any other cause within the reasonable control of Contractor, Contractor shall provide additional temporary personnel, as requested by Secretary and at no charge to Secretary, in order to complete the assignment involved in a timely manner. Neither party, however, shall be responsible for any delays that are not due to such party's fault or negligence or that could not have reasonably been foreseen or provided against.

Article III. CERTIFICATION OF FUNDS

It is expressly understood by the parties that none of the rights, duties or obligations described in this Contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07 of the Ohio Revised Code, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that federal funds are used, until such time that the Secretary gives the Contractor written notice that such funds have been made available to the Secretary, by the Secretary's funding source.

Article IV.**COMPENSATION**

In consideration for the promises and performance of the Contractor as set forth herein, the Secretary agrees to:

(a) Pay the Contractor, upon submission of appropriately detailed and accurate invoices for services performed by the Contractor in accordance with Article I of this Contract at the following hourly rates:

| | | |
|----------------|----------------------------------|----------|
| RETECH | RE Technical Specialist Services | \$165.00 |
| REPMGR | RE Project Manager Services | \$165.00 |
| RESRNET | RE Senior Network Architect | \$125.00 |

(b) In no event shall the cost to the Secretary under this contract for goods delivered and services performed as detailed in Article I plus any applicable expenses exceed **FIFTEEN THOUSAND DOLLARS AND 00/100 CENTS (\$15,000.00)**.

Any Deliverables shall be accompanied by an appropriately detailed and accurate invoice for services performed and expenses incurred.

An invoice is not proper if it contains a defect or impropriety. A proper invoice shall include, but is not limited to, the identification of a purchase number, the date of service and the service provided. The Secretary shall notify the Contractor within ten (10) days, in writing, of the defect or impropriety and provide any information necessary to correct the defect or impropriety.

Contractor shall first forward all Invoices and Deliverables to David Kennedy, Director of Legislative Affairs, for review and approval at the following location:

Secretary of State of Ohio
 Attn: David Kennedy, Director of Legislative Affairs
 180 East Broad Street, 15th Floor
 Columbus, Ohio 43215

The Invoices and Deliverables shall thereafter be forwarded for final payment to Dilip Mehta, Chief Financial Officer, who is located at the 16th Floor at the same address in section 4.04.

Section 126.30 of the Ohio Revised Code is applicable to this Contract and requires payment of interest on overdue payments. The interest rate shall be at the rate per calendar month which equals one twelfth of the rate per annum prescribed in Section 5703.47 of the Ohio Revised Code.

4.07 Unless expressly provided for elsewhere in this Contract, the Contractor shall be responsible for and assume all office and business expenses that are incurred as a

result of the performance of this Contract

4.08 The Secretary is exempt from any sales, use, excise and property tax. To the extent sales, use, excise or any similar tax is imposed on the Contractor in connection with the Project, such will be the sole and exclusive responsibility of the Contractor, and the Contractor will pay such taxes (together with any interest and penalties not disputed with the appropriate taxing authority) whether they are imposed at the time the services are rendered or a later time.

Article V. RELATED CONTRACTS

The Contractor shall not enter into other subcontracts for work required to be performed under this Contract without prior written approval by the Secretary. All work subcontracted shall be at the expense of the Contractor.

Article VI. CONFLICTS OF INTEREST

No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Secretary in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless the Secretary shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

**Article VII. RIGHTS, IN DATA, PATENTS AND COPYRIGHTS
PUBLIC USE**

Except for the Contractor Software, all materials, products, and modifications developed or prepared by Contractor under this Contract, including, without limitation, forms, images and text viewable on the Internet, any HTML elements relating thereto, and software, including the Deliverables and any Upgrades thereto, are the property of Secretary and all right, title and interest therein shall vest in Secretary and shall be deemed to be a "work made for hire" under United

States copyright law (17 U.S.C. § 101 et seq.) and made in the course of this Contract. To the extent that title to any such works may not, by operation of law, vest in Secretary or such works may not be considered to be work made for hire, all right, title and interest therein are hereby irrevocably assigned to Secretary. All such materials shall belong exclusively to Secretary with Secretary having the right to obtain and to hold in its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor agrees to give Secretary and any person designated by Secretary, any reasonable assistance required to perfect and enforce the rights defined in this Section.

Neither the Contractor nor any of the Contractor's employees, agents, subcontractors or assignees shall make a disclosure for the purpose of securing a patent or other proprietary interest in the United States or any other country for any of the Deliverables unless such disclosure is approved in writing by the Secretary prior to application for the patent. In the event that such patent or other proprietary interest is obtained, the Contractor shall, at the request of the Secretary, provide the Secretary written authorization for the Secretary and any other person, agency, or instrumentality contributing financial support to the work contemplated hereunder to make use of the subject of the said patent or other proprietary interest disclosure without payment thereof.

Except with respect to the Contractor Software, the fees and costs associated with obtaining intellectual property protection of any of the materials, products, or modifications developed or prepared under this Contract shall be the sole responsibility of Secretary.

Contractor acknowledges that the Secretary may make any Deliverables freely available to the general public.

Article VIII. CONFIDENTIALITY

The Secretary may disclose to the Contractor written material or oral or other information that the Secretary treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the Secretary delivers to the Contractor will remain with the Secretary. The Contractor agrees to treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the Secretary, or individuals or organizations about whom the Secretary keeps information. By way of example and by no means by way of limitation, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing

information. Such also includes police and investigative records, files containing personal information about individuals or employees of the Secretary, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient or similar privilege may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements.

8.02 The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to do the Project. The Contractor will restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Project. The Contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent or accidental, unless otherwise provided below.

The Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to preserve and safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or where the disclosure nevertheless results in liability to the Secretary.

Subject to Article X, Suspension and Termination, of this agreement, the Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor will cause or have caused all of its employees who have access to any Confidential Information to execute a confidentiality agreement incorporating obligations the same as those in this Article.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the Contractor's possession prior to disclosure by the Secretary, and such was received by the Contractor without obligation of confidence; (2) is independently developed by the Contractor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the Secretary; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor: (a) notifies the Secretary of such order immediately upon receipt of the order, and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this Article.

Article IX.

USE IN ADVERTISING OR MARKETING MATERIAL

The Contractor shall not identify, without prior written or electronic approval, the Secretary in any of the Contractor's advertising or marketing material, sales presentations, or scholarly papers or presentations.

Article X.

SUSPENSION AND TERMINATION PROVISIONS

10.01 The Secretary may terminate this Contract if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceedings) has been filed by or against the Contractor. The Secretary may also terminate this Contract in the event that the Contractor violates any law or regulation in doing the Project, or if it appears to the Secretary that the Contractor's performance is substantially endangered through no fault of the Secretary. In any such case, the termination will be for cause, and the Secretary's rights and remedies will be those identified below for termination for cause.

On written or electronic notice, the Contractor will have thirty (30) days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within thirty (30) days after written or electronic notice or if the breach is not one that is curable, the Secretary will have the right to terminate this Contract. The Secretary may also terminate this Contract in the case of breaches that are cured within thirty (30) days but are persistent. "Persistent" in this context means that the Secretary has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three (3) times. After the third notice, the Secretary may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three (3) notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than thirty (30) days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

10.03 The Secretary may also terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the Project, the Secretary may also terminate this Contract should that third party fail to release any Project funds.

- 10.04 The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor will immediately cease all work on the Project and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor will also immediately prepare a report and deliver it to the Secretary. The report must detail the work completed at the date of termination, the percentage of the Project's completion, any costs incurred in doing the Project to that date, and any Deliverables completed or partially completed but not delivered to the Secretary at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables to the Secretary with its report. But, if delivery in that manner would not be in the Secretary's interest, then the Contractor will propose a suitable alternative form of delivery.
- 10.05 If the Secretary terminates this Contract for cause, it will be entitled to cover for the Project by using another Contractor on such commercially reasonable terms as it and the covering contractor may agree. The Contractor will be liable to the Secretary for all costs related to covering for the Project to the extent that such costs, when combined with payments already made to the Contractor for the Project before termination, exceed the costs that the Secretary would have incurred under this Contract. The Contractor will also be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.
- 10.06 If the termination is for the convenience of the Secretary, the Contractor will be entitled to compensation for any work on the Project that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined by the Secretary to be owing to the Contractor. The Secretary will make that determination based on the lesser of the percentage of the Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire Project.
- 10.07 The Secretary will have the option of suspending rather than terminating the Project where the Secretary believes that doing so would better serve its interests. In the event of a suspension for the convenience of the Secretary, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Project rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the Secretary reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the Secretary resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the Secretary from the default or other event giving rise to the suspension.

- 10.08** In the case of a suspension for the Secretary's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the Secretary's convenience. The Contractor will not be entitled to compensation for any costs associated with a suspension for the Secretary's convenience, but the Contractor will immediately notify the Secretary of any such costs and cooperate with the Secretary in minimizing or eliminating them. No payment under this provision will be made to the Contractor until the Contractor submits a proper invoice.
- 10.09** Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. And the Contractor will prepare a report concerning the Project just as is required by this section in the case of termination. After suspension of the Project, the Contractor will perform no work without the consent of the Secretary and will resume work only upon receipt of a written or electronic notice from the Secretary to do so. In any case of suspension, the Secretary retains its right to terminate this Contract rather than to continue the suspension or resume the Project. If the suspension is for the convenience of the Secretary, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.
- 10.10** The Secretary will not suspend the Project for its convenience more than once during the term of this Contract, and any suspension for the Secretary's convenience will not continue for more than thirty (30) calendar days. If the Contractor does not receive notice to resume or terminate the Project within the thirty (30) day period, then this Contract will terminate automatically for the Secretary's convenience at the end of the thirty (30) calendar day period.
- 10.11** Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the Secretary for any liability to them. Each subcontractor will hold the Secretary harmless for any damage caused to them from a suspension or termination. They will look solely to the Contractor for any compensation to which they may be entitled.

Article XI.

WARRANTIES

Contractor hereby warrants and represents to Secretary as follows:

- 11.01** Each of Contractor's employees assigned to perform services under this Contract shall have the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in

accordance with this Contract

11.02 Secretary shall receive free, good and clear title to all materials, deliverables and products developed under this Contract.

Each and every deliverable, including software deliverables, contemplated by this Contract shall conform to the specifications for same as mutually agreed to in writing by Secretary and Contractor.

Article XII. INDEMNITY AND INSURANCE

Contractor shall indemnify, defend and hold Secretary, its officers, directors and employees harmless from and against any and all liabilities, obligations, losses, claims, damages, costs, charges or other expenses of any kind (including, but not limited to, reasonable attorneys' fees and legal costs) (collectively, "Claims") which arise out of or result from any breach or alleged breach of any representation or warranty made by Contractor hereunder or any Claim that any of the Services or any portion thereof violates any copyright, patent, trademark, trade secret, license, or other proprietary right of any third party. Contractor shall reimburse the State for any judgments for infringement of patent or copyright rights. Contractor shall also indemnify, defend and hold Secretary, its officers, directors and employees harmless from and against any and all Claims for personal injury or damage to property arising out of the furnishing, performance or use of the Services provided hereunder as well as any Claim for payment of compensation or salary asserted by an employee of Contractor. Secretary shall provide Contractor with written notice of any Claim which Secretary believes falls within the scope of this Article XII. Secretary expressly reserves the sole right, at Secretary's option, to control the defense of any such Claim and, in such event, in addition to Contractor's other obligations in this Article XII, Contractor agrees to provide reasonable assistance to Secretary, at Contractor's expense, in the defense of any such Claim. Contractor shall not settle any Claim without the prior written consent of Secretary.

12.02 Contractor shall procure and maintain for itself and its employees all insurance coverages as required by federal or state law, including workers' compensation insurance. Contractor also agrees to maintain One Million Dollars (\$1,000,000.00) combined single limit general liability insurance. Contractor shall furnish to Secretary a certificate of insurance evidencing such coverage and naming Secretary as additional insured. Said certificate shall include a provision whereby notice must be received by Secretary thirty (30) days prior to coverage cancellation by either Contractor or Insurer.

Article XIII. COMPLIANCE WITH LAW

13.01 The Contractor agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. Contractor accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions and any and all other taxes or payroll deductions required for all employees engaged by Contractor in the performance of the work authorized by this Contract. The Secretary shall not be liable for any taxes under this Contract.

Article XIV. LIMITATION OF LIABILITY

IN NO EVENT SHALL SECRETARY BE LIABLE, IN LAW OR EQUITY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF SECRETARY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SECRETARY'S AGGREGATE LIABILITY TO CONTRACTOR FOR ANY AND ALL MATTERS RELATED TO THIS AGREEMENT OR OTHERWISE EXCEED THE TOTAL OF PAYMENTS DUE AND OWING TO CONTRACTOR BY SECRETARY HEREUNDER. THE LIMITATIONS IN THIS ARTICLE APPLY TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF AGREEMENT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

Article XV. CHANGE CONTROL

During the Term, Secretary shall have the right to request from Contractor changes from the scope of work as set forth in this Contract or as determined by an accepted Deliverable. Contractor shall, within a reasonable time not to exceed ten (10) business days after receipt of the proposal, inform Secretary in writing of the impact, if any, of the proposed change on the Production Schedule and/or the cost of the Services or Deliverables. Contractor shall evaluate the impact of the requested change, and use best efforts to respond with a proposal to effectuate the change without any material impact on the Production Schedule, or on the cost of the Services or Deliverables. To the extent that the proposed change has an impact on the cost of the Services, Contractor shall include in its response an option to perform the requested change both on a fixed price basis and an hourly rate basis (with an overall cap). Upon Secretary's written approval of Contractor's written response, such response shall be deemed to be an approved change (an "Approved Change"), and shall be deemed an amendment to this Contract.

Article XVI.

GOVERNING LAW; VENUE AND JURISDICTION

This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio, without reference to the choice of law provisions thereof.

16.02 The parties hereto hereby consent to the exclusive jurisdiction and venue of the Ohio Court of Claims for any action that may be brought in connection with this Agreement other than a cross-claim for indemnification brought in response to a claim of infringement filed in another court. In the case of a cross-claim for indemnification, Contractor agrees to be subject to the jurisdiction and venue of the court in which the infringement claim is brought, provided that Secretary is also subject to jurisdiction and venue in that court.

Article XVII.

COUNTERPARTS; TRANSMITTED COPIES

17.01 This Contract may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. To expedite the process of entering into this Contract, the parties acknowledge that Transmitted Copies of the Contract will be equivalent to original documents until such time as original documents are completely executed and delivered. "Transmitted Copies" will mean copies that are reproduced or transmitted via photocopy, facsimile or other process of complete and accurate reproduction and transmission.

Article XVIII.

RELATIONSHIP OF PARTIES

The relationship between Contractor and Secretary under this Contract shall be that of independent contractors. Nothing in this Contract shall be construed to create the relationship of employer and employee, a joint venture, a partnership, or association between Contractor and Secretary.

Article XIX.

REPRESENTATIONS OF THE PARTIES

19.01 Each party to this Contract represents to the other party that it has full power and authority to enter into this Contract and the execution, delivery and performance of this Contract do not violate the terms of any other Contract to which it is a party; or any law or regulation to which it is subject.

Article XX.

**CERTIFICATION OF COMPLIANCE WITH OHIO
ETHICS AND ELECTION LAW REQUIREMENTS FOR
NONCOMPETITIVE BID CONTRACTS**

20.01 Contractor by signature on this Contract certifies that Contractor is currently in compliance and will continue to adhere to the requirements of Ohio Ethics Laws as provided by Sections 102.03 and 102.04 of the Ohio Revised Code.

Contractor by signature on this Contract certifies that, as applicable to the Contractor, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party, has made as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Secretary of State of Ohio or to his campaign committees.

Article XXI.

MISCELLANEOUS

The Recitals to this Agreement are not merely precatory but are fully incorporated into and constitute a substantive part of this Agreement.

21.02 The rights and responsibility arising under this Contract may not be assigned or delegated by either party hereto in whole or in part, without the prior written approval of the other party hereto.

21.03 If any provision of this Contract is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect any other provision of this Contract.

21.04 The parties agree that this Contract is for the benefit of the parties hereto and is not intended to confer any rights or benefits on any third party, including any employee, vendor, or customer of either party, and that there are no third party beneficiaries as to this Contract or any part or specific provision of this Contract.

This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

No waiver of any breach or of any of the terms or provisions of this Contract shall be, or be construed to be, a waiver of any preceding or succeeding breach of the same or any other provision hereof.

21.07 Any notices required or permitted by this Contract shall be sent by courier facsimile, or by registered or certified mail with return receipt requested. Notices shall be deemed given upon personal delivery to the addressee, or three days after the date of mailing if sent by registered or certified mail.

Notices to Secretary shall be sent to:

The Office of the Ohio Secretary of State
180 East Broad Street, 15th Floor
Columbus, Ohio 43215

Facsimile: (614) 644-0649

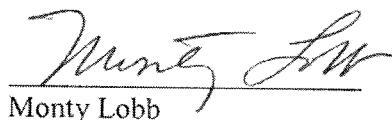
Notices to Contractor shall be sent to:

GovTech Solutions, LLC
3046 Brecksville Road
Richfield, Ohio 44286

Facsimile: (216) 781-3089

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates appearing below.

SECRETARY:

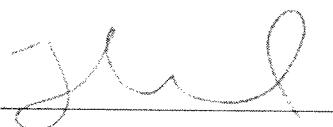


Monty Lobb

Assistant Secretary of State

Date: 3/18/03

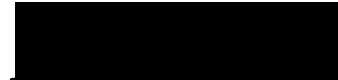
CONTRACTOR:



By: John L. Lobb

Title: Operations Manager

Date: 3-29-03



FEDERAL TAX I.D. NUMBER